

General Terms and Conditions

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Applicable to business transactions with entrepreneurs, legal entities under public law and special funds under public law. Last updated 01/2025

1. General

- 1.1 Deliveries by TeleAlarm Europe GmbH (hereinafter also referred to as "we" or the "Seller") to third parties (hereinafter also referred to as the "Purchaser"), as well as the associated services, are provided exclusively on the basis of the following General Terms and Conditions (hereinafter referred to as the "Terms and Conditions"). Any terms and conditions that conflict with or deviate from our terms and conditions shall not apply unless we have expressly agreed to their validity. These Terms and Conditions shall also apply if we conduct the delivery to the Purchaser despite being aware of conflicting or deviating terms and conditions of the Purchaser.
- 1.2 Verbal agreements made prior to or at the time of conclusion of the contract shall only be valid if confirmed by us in writing.
- 1.3 If the Purchaser does not accept our offer within two weeks of receipt, we shall be entitled to revoke it.
- 1.4 Cost estimates are non-binding and subject to a charge, unless expressly agreed otherwise.
- 1.5 These Terms and Conditions shall also apply to all future deliveries to the Purchaser until our new Terms and Conditions come into effect.

2. Prices

- 2.1 Unless otherwise agreed, prices shall be calculated based on the list prices valid at the time of delivery, plus applicable value-added tax (VAT). VAT will not be charged only in cases where the conditions for tax exemption of export deliveries are met.
- 2.2 If no special agreement has been made, the prices relate to shipping under DAP terms, from the shipping point of the delivering plant (Incoterms® 2020), excluding packaging.
- 2.3 We reserve the right to change our prices appropriately at our reasonable discretion (§ 315 German Civil Code) if, after conclusion of the contract, cost reductions or cost increases occur, in particular due to changes in wage costs (e.g. due to collective bargaining agreements) or material price changes. Evidence of such changes shall be provided to the Purchaser upon request.
- 2.4 Replacement part deliveries and the return of repaired goods, insofar as these are not covered by the liability for material defects, shall be made against payment of an appropriate flat-rate shipping and packaging fee in addition to the remuneration for the service rendered by us.

3. Delivery; delivery periods; delay

- 3.1 The commencement of and compliance with agreed delivery periods shall be subject to the fulfillment of the obligations to cooperate, in particular the timely provision of all items to be supplied by the Purchaser, including documentation, approvals, inspections, releases, and compliance with agreed payment terms. If these prerequisites are not duly fulfilled in good time, the delivery periods shall be extended accordingly; this shall not apply if the delay is solely attributable to the Seller.
- 3.2 If non-compliance with delivery deadlines is due to force majeure, other disruptions beyond our control, or other unforeseeable extraordinary circumstances – such as operational disruptions for which we are not responsible, import/export bans, strikes, lockouts, unrest, war, civil war, mobilization, terror, official intervention, epidemics, pandemics, natural disasters, flooding, exceptional weather events or the delayed delivery of essential raw or construction materials, interruptions to shipping, interruptions or other significant disruptions to the energy supply or comparable events – the agreed delivery time shall be extended by the duration of the disruption plus a reasonable start-up period, provided that such circumstances hinder the Seller from fulfilling obligations on time. This shall also apply if the aforementioned circumstances occur with upstream suppliers or in the event of improper, in particular untimely delivery by our suppliers (self-supply). The Seller must inform the Purchaser immediately upon occurrence of such a disruption and provide an estimate of its expected duration. If the disruption lasts longer than three months after the originally agreed delivery date, either party may withdraw from the purchase contract whose fulfillment is affected by the disruption. The withdrawal shall apply only to the unfulfilled portion of the contract, unless the partial performance already rendered is of no use to the Purchaser. Any consideration already provided by the Purchaser shall be refunded by the Seller without delay. The Purchaser shall not be entitled to any claims for damages resulting from delivery delays not attributable to the Seller.
- 3.3 If we are in default with our delivery, the Purchaser shall, upon our request, declare within a reasonable period of time whether they insist on delivery or intend to exercise other statutory rights.
- 3.4 Claims for damages by the Purchaser due to delay in delivery shall be governed by Section 9.
- 3.5 If the Purchaser is in default of acceptance or culpably breaches other obligations to cooperate, we shall be entitled to claim compensation for any resulting damage, even without withdrawing from the contract.



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CEO: Dr. Arnd Karden

Furthermore, we shall also be entitled to claim flat-rate costs of 0.5% of the net invoice value per week or part thereof up to a maximum of 5% of the net invoice value of the goods not accepted on time for the additional costs incurred as a result, including storage of the purchased goods. Proof of higher damages and further statutory claims (in particular, among others, reimbursement of additional expenses, reasonable compensation, termination) shall remain unaffected; however, this flat rate shall be offset against further claims for damages. The Purchaser retains the right to prove that we have incurred no damage at all or only lesser damage than the above-mentioned flat-rate compensation. We shall be entitled, after the unsuccessful expiration of a reasonable acceptance deadline set by us, to dispose of the goods elsewhere and to supply the Purchaser within a reasonably extended period. Further claims due to default of acceptance shall remain unaffected.

3.6 In the event of complete or partial refusal to perform on the part of the Purchaser (i.e. failure to accept bindingly ordered goods), we shall be entitled, in the event of withdrawal or the assertion of a claim for damages for non-performance, without prejudice to further statutory rights, to demand a flat-rate compensation amounting to 15% of the net list price of the goods not accepted, unless the Purchaser proves that we have suffered no or lower damages. We reserve the right to claim higher damages actually incurred.

3.7 Partial deliveries and corresponding invoices are permissible, unless they are unreasonable for the Purchaser.

4. Transfer of risk

4.1 Delivery shall be made under DAP terms, from the shipping point of the supplying plant (Incoterms® 2020), unless expressly agreed otherwise.

4.2 At the request and expense of the Purchaser, we will insure deliveries against the usual transportation risks.

5. Complaints and notices of defects

5.1 The Purchaser is obligated to inspect the goods immediately for defects, incorrect deliveries, quantity discrepancies, and transport damage. Complaints must be submitted in writing by the Purchaser without delay, and at the latest 15 days after the transfer of risk. Carton labels, content labels and control slips enclosed with the consignment must be submitted with the complaint. Other material defects must be reported by the Purchaser in writing immediately upon discovery. Complaints regarding defects that could not be identified even with diligent inspection within the aforementioned period must be submitted in writing without delay, but no later than one week after discovery. If the Purchaser fails to give notice of defects in due time, the delivered goods shall be deemed approved and claims for defects shall be excluded. The date of receipt of the complaint by us shall be decisive in each case. If the Seller has fraudulently concealed the defect, the Seller may not invoke this Clause 5.1. The Purchaser bears the full burden of proof for the existence of the defect. §§ 477, 478 (1) of the German Civil Code shall remain unaffected in the event of a final sale in the supply chain to a consumer.

5.2 If a notice of defects is unjustified, we shall be entitled to demand reimbursement of the expenses incurred by us from the Purchaser, unless the Purchaser proves that the Purchaser is not at fault with regard to the unjustified notice of defects.

6. Acceptance

The Purchaser may not refuse acceptance of deliveries due to minor defects.

7. Material defects/defects of title

7.1 In the event of a material defect within the limitation period, the cause of which already existed at the time of the transfer of risk, we shall, at our discretion, either remedy the defect or deliver a defect-free item as subsequent performance. The Seller is entitled to two attempts at subsequent performance.

7.2 Claims for material defects expire after 12 months. The above provision shall not apply where the law prescribes longer limitation periods in accordance with §§ 438 Para. 1 No. 2 (buildings and items for buildings), 445b Para. 1 (right of recourse) and § 634a (construction defects) of the German Civil Code.

7.3 The limitation period for material defects begins

- a) for products used in vehicle and engine equipment, at the time when the goods are put into use, i.e. in the case of original equipment at the time of initial registration, in other cases at the time of installation, but no later than 6 months after delivery of the item (transfer of risk);
- b) in all other cases upon delivery of the item (transfer of risk).

7.4 The limitation period shall not recommence due to subsequent performance.

7.5 If the subsequent performance fails, the Purchaser may – without prejudice to any claims for damages – withdraw from the contract or reduce the remuneration in accordance with the statutory provisions.

7.6 Claims of the Purchaser for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labor and material costs, shall be governed by the statutory provisions. However, such claims are excluded insofar as the expenses increase because the item was subsequently transported to a location other than the Purchaser's place of business, unless such relocation corresponds to its intended use.

7.7 Claims for subsequent performance do not exist in the case of only minor deviations from the agreed quality or in the case of only minor impairment of usability. Further rights shall remain unaffected by this.

7.8 The following are not deemed material defects:

- natural wear and tear;
- conditions or damage to the goods occurring after the transfer of risk due to improper handling, storage, or installation, failure to follow installation or handling instructions, excessive strain, or improper use;

- conditions or damage resulting from force majeure, special external influences not assumed under the contract, or use of the goods outside the intended or customary contractual use;
- non-reproducible software errors.

No claims for defects shall exist if the goods have been altered by third parties or through the incorporation of components of third-party origin, unless there is no causal connection between the defect and the alteration. We shall not be liable for the quality of the goods based on the design or the choice of material if the Purchaser has specified the design or the material.

- 7.9 The Purchaser rights of recourse against us shall only exist to the extent that the Purchaser has not made any agreements with their customers that go beyond the statutory claims for defects, e.g. goodwill arrangements.
- 7.10 Claims based on material defects, including recourse claims by the Purchaser, are excluded if the Purchaser has had the defect rectified by a specialist workshop/service center not authorized by us.
- 7.11 Our liability for damages and reimbursement of futile expenses within the meaning of § 284 of the German Civil Code due to material defects shall be otherwise governed by Section 9. Further rights to the Purchaser due to defects are excluded. This does not apply to claims for damages, to claims arising from guaranteed characteristics and in cases in which we have fraudulently concealed a defect.
- 7.12 The provisions of this Section 7 shall apply accordingly to defects of title, provided they do not involve the infringement of third-party (intellectual) property rights.

8. Property rights and copyright

- 8.1 We shall not be liable for claims arising from the infringement of industrial property rights or copyrights of third parties (hereinafter: Property Rights) if the Property Right is or was owned by the Purchaser or by a company in which the Purchaser directly or indirectly holds a majority of the capital or voting rights.
- 8.2 We shall not be liable for claims arising from the infringement of Property Rights unless at least one right relevant in the Property Right family has been published either by the European Patent Office or in one of the following countries: the Federal Republic of Germany, France, Great Britain, Austria or the USA.
- 8.3 The Purchaser shall promptly inform us of any known (alleged) infringements of Property Rights or risks thereof and, upon our request, leave the conduct of legal disputes (including out-of-court proceedings) to us, insofar as possible.
- 8.4 At our discretion, we shall be entitled to obtain a license for the product alleged to infringe Property Rights, modify it so that it no longer infringes, or replace it with a similar product that does not infringe. If this is not possible for us under reasonable conditions or within a reasonable period of time, the Purchaser shall be entitled to the statutory rights of withdrawal, provided that the Purchaser has enabled us to conduct a modification. We shall also have the right to withdraw from the contract under the aforementioned conditions. The provisions of Section **Fehler! Verweisquelle konnte nicht gefunden werden.** apply accordingly. We also reserve the right to take the measures available under this Section 8.4 Clause 1 and those at our discretion even if the infringement of Property Rights has not yet been legally established or acknowledged by us.
- 8.5 Claims of the Purchaser shall be excluded if the Purchaser is responsible for the infringement of the Property Right or if the Purchaser does not support us to a reasonable extent in the defense against claims of third parties.
- 8.6 Claims by the Purchaser shall also be excluded if the products are manufactured in accordance with the Purchaser's specifications or instructions or if the (alleged) infringement of the Property Right results from use in conjunction with another item not originating from us or if the products are used in a manner which we could not foresee.
- 8.7 Our liability for damages resulting from Property Right infringements shall be otherwise governed by Section 9.
- 8.8 Sections 7.10 and 7.11 shall apply accordingly to the limitation period for claims based on infringements of Property Rights.
- 8.9 Any further or other claims of the Purchaser arising from the infringement of third-party Property Rights beyond those set out in this Section 8 are excluded.

9. Claims for damages, liability

- 9.1 We shall only be liable for damages and reimbursement of futile expenses within the meaning of § 284 of the German Civil Code (hereinafter collectively referred to as "damages") arising from breaches of contractual or non-contractual obligations only:
- (I) in the event of intent or gross negligence,
 - (II) in the event of negligent or intentional injury to life, limb or health,
 - (III) where a guarantee of quality or durability has been assumed,
 - (IV) in the event of negligent or intentional breach of essential contractual obligations (i.e. obligations the breach of which jeopardizes the purpose of the contract and on the fulfillment of which the Purchaser regularly relies), though in such cases, liability for simple negligence is limited to the typical and foreseeable damage under the contract,
 - (V) where liability is mandatory under the Product Liability Act, or
 - (VI) on the basis of other mandatory liability.
- 9.2 Any further liability for damages beyond what is provided in Section 9 is excluded, irrespective of the legal nature of the asserted claim. This applies particularly to claims for damages arising from culpa in contrahendo, other breaches of duty or tortious claims for compensation of property damage pursuant to § 823 of the German Civil Code.

9.3 Insofar as liability for damages against us is excluded or limited, this shall also apply to the personal liability of our employees, representatives, and vicarious agents. In the event of fraudulent concealment of a defect or the assumption of a guarantee, the rights of the Purchaser shall be determined solely by the statutory provisions or the terms of the guarantee.

9.4 The above provisions do not entail a shift in the burden of proof to the detriment of the Purchaser.

10. Reservation of title

10.1 We reserve title to the delivered goods until all present and future claims arising from the business relationship with the Purchaser have been fully settled.

10.2 If maintenance and inspection work is required on the goods subject to retention of title, the Purchaser must carry this out in a timely manner and at their own expense.

10.3 The Purchaser is entitled to process or combine our products within the scope of ordinary business operations. We shall acquire co-ownership of the products resulting from the processing or combination in order to secure our claims referred to in Section 10.1, which the Purchaser hereby assigns to us. The Purchaser shall store the items subject to our co-ownership free of charge as a contractual ancillary obligation. The amount of our co-ownership share shall be determined by the ratio of the value of our product (based on the final invoice amount including VAT) and the object created by the processing or combination at the time of processing or combination.

10.4 The Purchaser shall be entitled to resell the goods in the ordinary course of business, either for cash or under retention of title. The Purchaser hereby assigns to us, in full, all receivables and ancillary rights arising from the resale of our products, whether or not the goods have been processed. The assigned receivables shall serve as security for our claims under Section 10.1. The Purchaser is entitled to collect the assigned receivables. We may revoke the Purchaser's rights under this Section 10.4 if the Purchaser does not properly fulfill their payment obligations to us, defaults on payment, suspends payment, or if the Purchaser applies for the opening of insolvency proceedings or comparable proceedings for the settlement of debts against the Purchaser's assets. We may also revoke these rights if the Purchaser's financial condition significantly deteriorates or is likely to deteriorate, or if insolvency or over-indebtedness occurs.

10.5 Upon our request, the Purchaser must promptly inform us in writing with details of whom they have sold goods in our ownership or co-ownership and to which claims the Purchaser is entitled from the resale. The Purchaser shall also, at their own expense, provide us with publicly certified documents confirming the assignment of those claims.

10.6 The Purchaser shall also, at their own expense, provide us with publicly certified documents confirming the assignment of those claims. The Purchaser must notify us immediately of any seizures or other third-party interference with goods or claims that are wholly or partially owned by us. The Purchaser shall bear all costs necessary to remove third-party access to our retained or secured property and to recover the goods, to the extent such costs are not recoverable from third parties.

10.7 If the total value of the securities held by us exceeds our claims by more than 10%, we shall, upon the Purchaser's request, release securities to that extent at our discretion.

11. Withdrawal

11.1 In the event of breach of contract by the Purchaser, in particular default in payment, we shall be entitled, without prejudice to our other contractual and statutory rights, to withdraw from the contract after the expiry of a reasonable grace period.

11.2 We shall be entitled to withdraw from the contract without setting a grace period if the Purchaser suspends payments or applies for the opening of insolvency proceedings or similar debt settlement proceedings against the Purchaser's assets.

11.3 We shall also be entitled to withdraw from the contract without setting a grace period:

(I) if a significant deterioration in the financial circumstances of the Purchaser occurs or is imminent, thereby endangering the fulfillment of payment obligations to us; or

(II) if the Purchaser is insolvent or over-indebted.

11.4 Following our declaration of withdrawal, the Purchaser shall immediately grant us or our authorized representatives access to the goods subject to retention of title and return them to us. After providing appropriate and timely notice, we may dispose of the goods subject to retention of title elsewhere to satisfy our due claims against the Purchaser.

11.5 Any statutory rights and claims shall not be limited by the provisions of this Section 11.

12. Export control clause

12.1 The delivery of goods and services (fulfillment of the contract) is subject to the proviso that there are no impediments opposing to such fulfillment due to national or international export control regulations, in particular embargoes or other sanctions. The Purchaser undertakes to provide all information and documents required for the export or transfer. Delays due to export inspections or approval procedures suspend deadlines and delivery times. If the necessary approvals are not granted or if the delivery and service cannot be approved, the contract shall be deemed not to have been concluded with respect to the affected parts.

12.2 We are entitled to terminate the contract without notice if such termination is necessary for compliance with national or international legal provisions.

12.3 In the event of termination in accordance with Section 12.2, the assertion of damages or the assertion of

other rights by the Purchaser due to the termination is excluded.

- 12.4 When passing on the goods delivered by us (hardware and/or software and/or technology, including associated documents, irrespective of the manner in which they are made available) or the work and services rendered by us (including technical support of any kind) to third parties in Germany and abroad, the Purchaser shall comply with the applicable provisions of national and international export and re-export control regulations.

13. Secrecy

- 13.1 All business or technical information originating from us (including features discernible from items or software provided, and any other knowledge or experience) must be kept confidential from third parties as long as, and to the extent that, such information is not demonstrably public knowledge or has not been designated by us for resale by the Purchaser. Such information may only be disclosed within the Purchaser's own company to those individuals who are necessarily involved in its use and who are also bound to confidentiality; the information shall remain our exclusive property. Such information may not be reproduced or used for commercial purposes without our prior written consent. Upon our request, all information originating from us (including any copies or records made) and any loaned items must be returned to us immediately and in full or destroyed.
- 13.2 We reserve all rights to the information specified in Section 13.1 (including copyrights and the right to register industrial Property Rights such as patents, utility models, semiconductor protection, etc.).

14. Terms of payment

- 14.1 Unless otherwise agreed in writing, payment must be made within 30 days of the invoice date without any deductions. However, we can also make the delivery dependent on payment step by step (e.g. by cash on delivery or direct debit) or an advance payment.
- 14.2 We are entitled to offset payments against the oldest claim due.
- 14.3 If the payment deadline is exceeded, we shall be entitled to charge interest on arrears at a rate of 9 percentage points above the prime rate. The assertion of further damages is not excluded.
- 14.4 Payment by bill of exchange is only permitted with our prior agreement. Bills of exchange and checks shall only be accepted on account of performance and shall be deemed payment only after they have been cashed. The costs for cashing the bill of exchange or check shall be borne by the Purchaser.
- 14.5 If the Purchaser is in default of payment, we are entitled to demand immediate cash payment for all due and undisputed claims arising from the business relationship. This right is not excluded by deferment or the acceptance of bills of exchange or checks.
- 14.6 The Purchaser shall only have the right to offset counterclaims to the extent that such counterclaims are undisputed, have been legally established, or are ready for decision after *lis pendens*.
- 14.7 The right to withhold payments or to offset them against counterclaims shall only apply to the extent that the counterclaims are undisputed or legally established.

15. General provisions

- 15.1 Should any provision of these Terms and Conditions and the other agreements made be or become invalid, the validity of the remaining provisions shall remain unaffected.
- 15.2 The exclusive place of jurisdiction for all disputes arising from or in connection with contracts between us and the Purchaser shall be Leipzig or, at our discretion, the Purchaser's registered office if the Purchaser
- is a merchant or
 - does not have a general domestic place of jurisdiction or
 - relocates their domicile or usual place of residence outside Germany after conclusion of the contract, or if their domicile or usual place of residence is unknown at the time the action is filed.
- We are also entitled to appeal to a court which has jurisdiction for the registered office or a branch of the Purchaser.
- 15.3 All legal relationships between us and the Purchaser shall be governed exclusively by German law to the exclusion of the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).